The Solicitors' Journal

VOL. LXXXVI. **Saturday, March 21, 1942.** No. 12

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1403.

SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.

Annual Subscription: £3, *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 4d., *post free.*

CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.

ADVERTISEMENTS: Advertisements must be received not later than first post Tuesday, and be addressed to The Manager at the above address.

Current Topics.

Pilot Officer P. H. Thorold Rogers.

WE deeply regret to announce the death on active service of Pilot Officer P. H. THOROLD ROGERS, of the Royal Air Force, an occasional contributor to the columns of this Journal. Pilot Officer ROGERS' academic and other attainments showed promise of the greatest brilliance. He held the degrees of B.A. and B.C.L. of Oxford University, he had been Harmsworth Law Scholar of the Middle Temple and had obtained the Certificate of Honour at the Bar Examination in the Hilary Term, 1933. He was also holder of the Bairstow Scholarship in 1932, and was the youngest to hold that scholarship. He was a member of the Western Circuit and had a busy and growing practice both on circuit and in London. His name was particularly familiar to the legal profession as a result of his joint authorship with Mr. S. M. Krusin of "The Solicitors' Handbook of War Legislation." This and his other work, "The Effect of War on Contracts," published in 1940, were distinguished by careful scholarship, keen insight into legal principles, and a profound appreciation of all the practical problems involved. From his famous grandfather, James E. Thorold Rogers, M.P., Drummond Professor of Political Economy in Oxford University, he inherited the truly scientific spirit which Professor A. Andreades said characterised the latter's great work on "The First Nine Years of the Bank of England." Pilot Officer ROGERS' cheerful and sympathetic personality will be sadly missed by his many friends. There is no doubt that had it not been for his tragic death he would have shed lustre on the great profession which he had chosen, and which he already adorned. He gave his life for his country and civilisation. Of him and his fellows it is appropriate to quote the words inscribed in an anthology presented to him by a friend not long before his death: "*Qui rebus in arduis potuit servare mentem.*"

Adjournments of Cases.

NOT a few rebukes have been administered by High Court judges in recent months to solicitors who have instructed counsel to apply for adjournments of cases suddenly coming into the lists. On 12th March, Mr. Justice HALLETT stated in open court that it looked as if the courts were being treated with contempt. He criticised solicitors "who apparently went to sleep until their cases came into the list and then asked for postponement." "Judges come here to try cases," he said, "and then they are told—and it happens a great deal these days—that solicitors or parties are taken by surprise." He added that it was a scandal, and he hoped that some day means would be devised to penalise the persons concerned. There are many reasons why applications for adjournment by consent, which were not unknown in the piping times of peace, should be more numerous than ever in war-time. Clients and witnesses are in many cases serving with the Forces and are not available at short notice. Even if a date is fixed, which is not so easy as it was before the obscure death of the "New Procedure," there can be no guarantee under war-time conditions that essential witnesses will be able to be present. The increased anxiety of litigants to settle their disputes combined with their natural desire to draw out negotiations as long as possible in order to obtain the best possible settlement, is an additional reason why adjournments are more frequently sought. All this, however, does not mean that solicitors are absolved from the duty of watching the weekly and daily lists with the greatest of care and seeing that all possible steps are taken well in advance to see that the fullest preparations are made to have their cases ready for trial if they are in the terms lists. For various reasons cases come into the list much more quickly and perhaps more unexpectedly than they did in peace time, and that fact imposes an even higher duty on solicitors to take full precautions against being taken by surprise. Numerous applications for adjournment at the last minute can have a dislocating effect on the lists with a resultant waste of public time and money. The burden on solicitors at a time when their staffs are sadly depleted by war demands is indeed heavy, but it is only one of the many war-time problems which members of all professions must tackle courageously at the present time. If in the last resort an application is made for an adjournment, solicitors will find that judges are ready to consider all reasonable grounds for the application.

Landlord and Tenant (Requisitioned Land) Bill.

ON the committee stage of the Landlord and Tenant (Requisitioned Land) Bill in the House of Lords on 10th March, the Lord Chancellor moved an amendment to cl. 3 (3) to provide that where a tenant applies to the court for permission to serve a notice of disclaimer in respect of his lease as a whole, on the ground that the Crown has taken so much of the premises that it would be unfair to require the tenant to remain under liabilities in respect of a little bit, and it is decided that it is equitable to allow the tenant to disclaim the whole lease, a reasonable amount of rent should be payable between the moment when possession is taken by the Crown of the greater part of the premises and the time when the tenant gets rid of the whole of the premises. The amendment was agreed to. A further amendment moved by the Lord Chancellor and agreed to (cl. 5 (1)) aimed at providing an additional case where relief would in a proper case be given to a tenant who was abroad. That case would arise where the tenant was away and was able to communicate with his agent, but was not able to communicate with him before the end of the three months from the date when the Crown took possession. An amendment with regard to evidence (cl. 8 (4)) was also agreed to. This provided that a certificate by the requisitioning authority specifying the land taken and the date on which it was taken should be sufficient evidence of the facts contained therein unless the contrary was proved. The remaining amendments were of a drafting nature.

Black Market.

THE Home Secretary announced in the House of Commons on 11th March that new Defence Regulations were shortly to be introduced raising the maximum penalties for contravening orders for the control of essential supplies from three months to twelve months on summary conviction and from two years' imprisonment to fourteen years' penal servitude on indictment. The new regulations, he said, would contain a provision enabling the prosecuting authority to require grave cases to be committed for trial on indictment. There would also be a provision enabling the Director of Public Prosecutions to require particular cases to be committed to assizes rather than quarter sessions. In pursuance of the principle that the offender must not be allowed to retain his illicit gains, whatever other punishment may be imposed upon him, in the absence of special circumstances, he must be fined a sum equal to the benefit which in the opinion of the court he has derived from his offence. The maximum fine would not be limited to the amount of the profit and may be higher, as under the existing provisions under which an offender may be fined a sum equal to three times the price at which the offender has offered to sell or buy the goods in question. There would also be a provision in the regulations that any person who receives a commission or valuable consideration in respect of an illicit transaction in controlled articles shall be guilty of an offence unless he proves that he did not know and had no reason to believe that the transaction was illicit. This was designed to deal with the man behind the scenes whom it had been difficult

hitherto to bring to justice. The new regulations would apply to cases of stealing or receiving controlled articles, as many illicit transactions start with thefts. In answer to a question by a member, Mr. MORRISON said that if an offender was convicted of selling or buying goods worth £5,000 and had made a profit of £1,000, then he must be fined £1,000, and might be fined £16,000, that is, three times the value of the goods. If, on indictment, a man was convicted of selling goods worth £100 and of making a profit of £20, the court would not be limited to a fine of £320, but would be able to impose any appropriate fine, up to the limit indicated. Sir H. WILLIAMS asked for an assurance that the power of compelling a man to prove his innocence would be properly safeguarded, because it was "the most dangerous invasion of the rights of the citizen that had been proposed since the war started." The Official Report printed the word invasion "innovation." This was clearly an error, especially as it is not correct to say that there are no offences of which the onus of proof of innocence is on the accused. There is a statutory onus of proof on a defendant who is found in possession of coining implements, counterfeit coins and stolen goods, and there is a large number of statutory crimes of omission in which the facts lie peculiarly within the defendant's knowledge, for instance, selling milk which shows a deficiency in non-fatty solids contrary to s. 3 of the Food and Drugs Act, 1938. No one can doubt that the new offence in respect of which the onus of proof is shifted to the defendant is of the same class as these statutory offences, and its creation is neither an innovation nor an undue invasion of the rights of the subject.

Food Hoarding.

SOME concern was recently manifested in a number of letters to the Press on the subject of what is a normal quantity of food to retain in a household, some writers pointing out that they had acquired emergency stocks by saving from their rationed allowances, and others that they had a small stock bought at the beginning of the war against an emergency on the advice of the Government. Major LLOYD GEORGE, in reply to a question in the House of Commons on 11th March, referred to the Acquisition of Food (Excessive Quantities) Order, 1939 (dated 31st August, 1939, S.R. & O., No. 991), which made it an offence, except under the authority of the Minister of Food, to acquire any article of food in excess of the normal quantity required by him, and defined "normal quantity" as such quantity as would be required for use and consumption during a period of seven days or such longer period as ought fairly to be allowed in view of the existence of any special circumstances. He said that in practice no prosecutions were undertaken where the excess acquired over the normal quantity was believed to be open to any doubt, but it was for a court to determine how far the existence of special circumstances affected a particular case. Clearly, this answer did not allay public anxiety, and on 13th March the Ministry of Food announced in the Press that "in view of public uncertainty regarding food hoarding, the existing order (S.R. & O., 1939, No. 991, *supra*) would be repealed, and a new order would shortly be made which would have the effect of removing doubts. In general, the effect of the new order would be to make it clear that anyone may legitimately hold all stocks legally acquired of goods now rationed or point-rationed. As the existing order will be repealed when the new order is made, there will be no intermediate period during which the law is doubtful. Speaking at Newcastle on 13th March, Major LLOYD GEORGE said that he could find no trace of any instruction having been given to people to store food against invasion. If such instruction was given after the outbreak of war there seems to be some conflict with the order, which will have to be resolved by an official pronouncement or the finding of a court. If, however, a defendant proves that his small store was bought before 31st August, 1939, whether or not in obedience to official instructions, or if he shows that he has saved out of his own rations, he will be within the protection of the order.

Presumption of Innocence.

THAT excellent institution, the Brains Trust, was asked at its broadcasting session on 10th March whether there was any difference between the practical effects of the English maxim that every person is innocent until he is proved guilty, and that prevailing on the Continent that an accused person is guilty until he is proved to be innocent. The questioner stated that in both cases trial and procedure follow identical lines. After a proper though somewhat unusual silence, it was suggested by way of answer that the pre-supposition that a man is guilty was one that produced in the mind of the jury a different outlook from that prevailing in the mind of an English jury, and that the question was mainly psychological. Another member said that the barrister had to assume that his client was guiltless if he was to do his best, and the Continental principle did not conduce to that state of mind. Finally, a view was expressed that the facts might not be as stated, and that no further progress could be made on the legal basis. Time then mercifully came to the rescue of the Brains Trust. There can be no doubt of the English rule. LORD SANKEY said in *R.* v. *Woolmington* [1935] A.C. 462 that throughout the web of the English criminal law one golden thread was always to be seen, that it is the duty of the prosecution to prove the prisoner's guilt. Where there was at the end of the case a reasonable doubt, created either by the evidence for the prosecution or by that of the defence, the prisoner was entitled to an acquittal. The complications of modern life have necessitated the addition to the Statute Book of a number of cases in which the onus is placed on the defendant of proving his innocence with regard to certain facts which lie peculiarly within his own knowledge (see above, under "Black Market"), but these exceptional cases underline and do not negative the general rule. The psychological factor, as the speaker on the Brains Trust said, is by no means to be ignored where juries are concerned, and it may be that any similarity between the procedure abroad and that prevailing in England is only apparent where the trial abroad is before one judge or a panel of judges, who may be expected to give every assistance to the prisoner in establishing his innocence.

New Essential Work Order.

THE Essential Work (General Provisions) Order, 1942 (S.R. & O., No. 371), 2nd March, 1942, replaces the previous Essential Work (General Provisions) Order, 1941 (S.R. & O., Nos. 302 and 1051). The main alterations deal with the "guaranteed wage." The first is an innovation (art. 4 (1) (*h*)) whereby an employer in a scheduled undertaking who cannot provide a worker with work because other workers are engaged in an illegal strike, may give him not less than four days' notice, exclusive of a Sunday, of his intention to discontinue payment of the guaranteed wage as described in art. 4 (1) (*d*). Where such a notice has been given the employer must, as soon as he is in a position to provide work for the worker, give him a further notice specifying the day on which such work will be available. The effect of giving notice to suspend the guaranteed wage is to exempt the employer from liability to make any payment to the worker in respect of the period between the day after the expiry of the notice of suspension and the day before the date specified in the notice that work is available ("the authorised suspense period"). The worker may, on giving such notice as may be provided in his contract of employment, leave his employment at any time during the authorised suspense period, without obtaining the permission or giving the notice required by the order. If, however, the worker does not leave his employment during the authorised suspense period, and fails without reasonable excuse to present himself for work on the day specified in the notice that work is available, his work is deemed to have terminated on the day before that date. An "illegal strike" is defined as one in connection with a trade dispute which is illegal under art. 4 of the Conditions of Employment and National Arbitration Order, 1940 (S.R. & O., No. 1305, under which a lock-out or strike is illegal if the dispute is not reported to the Minister and at least twenty-one days have since elapsed, and he has not referred it to the National Arbitration Tribunal). The period for appealing to the local appeal board in cases of dismissal through serious misconduct or a direction of a national service officer in cases of absenteeism is reduced from fourteen days to seven days, but an extension may be allowed for good cause. In the case of a successful appeal to the local appeal board against a dismissal for serious misconduct, the worker will be entitled to retrospective payment of the guaranteed wage from the date of discharge to the date of reinstatement.

Recent Decisions.

In *In re Amand* on 9th March (*The Times*, 10th March), the Court of Appeal (the Master of the Rolls, MACKINNON and GODDARD, L.JJ.) held that the court had no jurisdiction to hear an appeal from a decision of the Divisional Court on 30th January (*ante*, p. 38) that by reason of the Allied Forces Act, 1940, and the Allied Forces (Application of 23 and 24 Geo. 5, c. 6) (No. 1) Order, 1940, a royal decree of the Netherlands Government and a summons issued under it were valid by English law as well as by Dutch law and a writ of *habeas corpus* could not be granted to a Dutch subject resident in England who disobeyed the summons and was arrested. The court announced that it would give its reasons at a later date.

In *In re F. Wallace, deceased*, on 12th March (*The Times*, 13th March), LORD MERRIMAN, P., admitted to probate a photographic copy (prepared after infra-red treatment) of a brittle, blackened, charred and otherwise illegible will which had been recovered from a safe on premises which had been burnt out as the result of enemy action. The President said that it was an astonishing achievement, and so far as he could see, the whole will was decipherable.

In *Price* v. *Mann* on 13th March (*The Times*, 14th March), the Court of Appeal held that a notice to avoid disclaimer was valid although by mistake it added "on the terms of s. 10 of the Act" when in fact the relevant section was s. 11 of the Landlord and Tenant (War Damage) Act, 1939, as it was manifest that the recipient could not be under any illusion as to the character of the document.

A Conveyancer's Diary.

Trustees and Executors paying Statute-barred Debts.

THE general duty of a personal representative is to raise any available defence against alleged creditors of his testator or intestate, and it is a *devastavit* for him to pay any debt that need not be paid (see *per* Fry, L.J., in *Re Rownson*, 29 Ch. D. 358, 364). *Prima facie*, therefore, it might be thought to be the duty of a personal representative to refrain from paying such of the debts of the deceased as may appear to him to be statute-barred; for, although a statute-barred debt remains owing, it is irrecoverable by action. Thus the personal representative has merely to decline to pay and leave the creditor to sue. In such an action he could plead the statute. But in this one case there is an exception to the rule stated above; it has long been established that a personal representative is not bound to plead the Statute of Limitations. The origin of this exception seems to be lost in the mists of time; an effort to overthrow it and apply the general rule was made in 1826 by Bayley, J., in *M'Culloch* v. *Dawes*, 9 D. & R. 40, 43. But in 1858, Wood, V.-C., expressed his dissent from the view of Bayley, J., in *Hill* v. *Walker*, 4 K. & J. 166, 169. And in *Midgley* v. *Midgley* [1893] 3 Ch. 282, Lindley, L.J., said (at p. 297): "Speaking now with a very considerable and long experience in these matters, I have no doubt whatever that the view stated by Vice-Chancellor Wood in 1858 has been accepted as good law ever since, and that the statement . . . of Mr. Justice Bayley has not been followed for the last thirty years at least."

On the other hand the courts have made it clear that they regard this exception as an anomaly which is to be confined within close limits. Thus, in *Re Rownson*, *supra*, an effort was made to apply the same exception to payment by a personal representative of a debt which had become irrecoverable by virtue of s. 4 of the Statute of Frauds. No one could pretend that there was any real difference on the merits between these two sorts of case, and it was clearly established "that an executor is not bound to plead the Statute of Limitations, and that he is not guilty of a *devastavit* if he do not plead it" (*per* Fry, L.J., at p. 364). But the Court of Appeal made it clear that this exception to the general rule is no more than an exception and not an illustration of a sub-rule. Moreover, they evidently viewed the exception with disfavour as an anomaly (see particularly at p. 365), and therefore not one to be extended. Consequently it was held, in effect, that a personal representative *does* commit a *devastavit* if he fails to plead the Statute of Frauds.

Moreover, the exact wording used by Fry, L.J., in defining the exception must be noted: "an executor is not bound to plead the Statute of Limitations and is not guilty of a *devastavit* if he do not plead it." It is perfectly open to him to plead lapse of time if he chooses, and no one can complain of his doing so. Moreover, the exception does not protect him in a case where there are two or more possible lines of defence, one of which is lapse of time, and he yet pays the debt. Thus in *Midgley* v. *Midgley*, the debt in question was paid by one of several personal representatives at a date after it had been declared, in administration proceedings, to be irrecoverable. In such a case the personal representative would, in any action by the creditor, have had not only the defence of the statute, but also that of *res judicata*. His being able to waive the statute did not enable him to abandon the other defence. In *Midgley* v. *Midgley*, moreover, there were two executors, one of whom had filed an affidavit in the administration proceedings setting up the defence of the statute. It was the other executor who later paid the debt and was held in the circumstances to have done so wrongly on the ground stated above. It was therefore not necessary for the court to decide whether, before any judgment in the administration proceedings, it is competent to one executor to pay a statute-barred debt against the wishes of his co-executor. The Court of Appeal indicated indirectly, however, that it is most unlikely that such a course would be right. For example, Lindley, L.J., drew attention to a passage in "Williams on Executors," (8th ed., p. 1953), where it is stated that several executors may plead different pleas, "and that which is most to the testator's advantage shall be received." From this proposition it seems clearly to follow that the views of the executor who desires to set up the statute must prevail over those of a colleague who does not.

It seems that under the old practice a statute-barred debt was sufficient to support the creditor's claim to letters of administration, as such a grant was made in 1866 in *Coombs* v. *Coombs*, L.R. 1 P. & D. 288. In that case the estate was insolvent and the court insisted on the creditor who received the grant undertaking to distribute the estate rateably without exercising any right of retainer.

But it appears that the position in regard to insolvent estates has been altered by the Administration of Estates Act, 1925. By s. 34 and Sched. I, Pt. I, of that Act, it is provided that the *bankruptcy* order of priority is to be applied in administering an insolvent estate. Now, in bankruptcy it has been the rule, since Lord Eldon's time, that a statute-barred debt cannot found a petition (see *Ex parte Dewdney* (1809), 15 Ves. 479, where the contrary view expressed earlier in *Quantock* v. *Eyland* (1770), 5 Burr. 2638, was questioned). It clearly must follow from *Ex parte Dewdney* that a trustee in bankruptcy should not pay a statute-barred debt, and hence it seems that in applying the bankruptcy order to the administration of the assets of an insolvent deceased, statute-barred debts must be left unpaid. It would also seem likely that *Coombs* v. *Coombs* could no longer be followed.

This last point is important, since it is clear that if a statute-barred creditor can get a grant he is able to recover his debt in full by way of retainer. There is ample authority that the executor is entitled to retain a statute-barred debt, as is only right; after all, he is not bound to set up the statute against any other creditor and so it would hardly be reasonable to insist on his setting it up against himself. This rule does not appear to have been altered in regard to insolvent estates, since s. 34 (2) of the Administration of Estates Act expressly provides that, with one immaterial exception, "nothing in this Act affects the right of retainer of a personal representative or his right to prefer creditors."

In *Stahlschmidt* v. *Lett* (1853), 1 Sm. & G. 415, the court intimated that the right of retainer in such circumstances is not affected by the making of an administration order, though the court will not go out of its way to give effect to such a right (see *Trevor* v. *Hutchins* [1896] 1 Ch. 844). But the rule is different in regard to the setting up of the statute as against third parties, for the court will order the personal representatives to set up this defence if an administration order has been made and if the beneficiaries so demand (*Re Wenham* [1892] 3 Ch. 59).

All those rules affect the payment by a personal representative of debts incurred by his testator or intestate, not debts which he has himself incurred in the course of his duties. The rule as regards the latter class is, no doubt, the same as for a trustee paying statute-barred legal costs incurred by him in the execution of the trust. These debts are the fiduciary person's own debts and it is in his discretion whether or not to plead the statute. If he does pay statute-barred debts of this character he is entitled to recoupment from the fund, since he is entitled to indemnity against "all fair claims of any kind" (see *per* Kekewich, J., in *Budgett* v. *Budgett* [1895] 1 Ch. 202, 218). It is as well for solicitors that this rule exists, since it enables them to feel reasonably safe in allowing trust costs to run up (as is often done) for a period of years preceding a convenient moment for clearing the position to date.

Landlord and Tenant Notebook.

Dilapidations: Effect of Control of Building Operations.

A GOOD deal of the so-called emergency legislation now in force modifies contracts of tenancy. Apart from such measures as the Increase of Rent, etc., Restrictions Acts and the Landlord and Tenant (War Damage) Acts, mainly and directly concerned with such modifications, provisions have been carefully inserted in other measures relieving parties to leases of obligations therein undertaken. Owners of dwelling-houses—and "owner" includes a tenant with more than three years of his lease unexpired—may execute works for the purpose of providing air-raid shelter, notwithstanding any agreement or restrictive covenant to the contrary, and covenants to repair and reinstate do not extend to such works (Civil Defence Act, 1939, ss. 32 and 82). Tenant occupiers may keep pigs, hens and rabbits on their premises, and erect the necessary structures and make and maintain the necessary excavations, in the face of covenants forbidding such practices (Defence Regulation 62B). And those whose railings have been requisitioned under Defence Regulation 50 are, by a recent amendment (reg. 30 (3A)—S.R. & O., 1941, No. 1153), absolved from liability under covenants which would otherwise confer rights of action upon their landlords.

But if any embarrassment be caused to covenantors by the provisions of S.R. & O., 1941, No. 1956, substituting, for Defence Regulation 56A (restriction of circulars enabling persons to participate in competitions), one which deals with the control of building operations, and by S.R. & O., 1941, No. 1896, "the Control of Building Operations Order, 1941," there is no provision for relief.

To summarise those provisions of the two orders which may affect the performance of repairing covenants: the new reg. 56A (3) makes it unlawful to carry out work in the construction, reconstruction, alteration, demolition, *repair* or *decoration* or the *maintenance* of a building on any single property at any time, except under licence from the Minister of Works and Buildings; provided that no licence is necessary if the cost of the work, together with the cost of any such other work on that property within twelve months before that time does not exceed such sum as may be prescribed by the Minister (of Works and Buildings) in relation to work carried out at that time. And the Control of Buildings Order, 1941, para. 1 (3), has prescribed £100 as the sum which the cost of the work, together with, etc., is not to exceed if no licence be obtained.

Mention should be made of the definition of "property" in reg. 56A (3), which follows the proviso: it means any property

the full value of which was ascertained for the purposes of an assessment under Sched. A, *or* which, *not* being part of such property, was the subject of a rating valuation. It will be remembered that flats are sometimes, but not always, separately assessed and valued.

By *ib.* (4) regard must be had, when computing the cost of any work, to the value of goods and services, though no expenditure was involved solely or primarily for the purpose of that particular work. This is clearly meant to provide for cases in which materials used are "taken from stock."

Sub-articles (7), (9) and (10) are also of interest; under (7) conditional licences may be issued, and may be limited to part of the work which the applicant wishes to do; (9) enables the Minister to regulate sizes and types of materials and means to be employed in carrying out work; (10) authorises him to prohibit the redecoration of a class of building at more frequent intervals than those he decides to allow.

Such being the position, let us take, first, the case of an ordinary tenant's repairing covenant in an ordinary lease which is drawing to its close. It is well known that even under pre-war market conditions dilapidations might often yield—if I may use such an expression—more than £100. Are there circumstances in which the tenant could successfully invoke the above regulation and order in answer to a claim?

It seems safe to say that if he made no application for the necessary licence his position would be hopeless. It is difficult to say how applicants for licences will be treated, e.g., whether or not the Minister will assume a fatherly and censorious role, point out that a covenant to keep in repair is not merely a covenant to yield up in repair, that a stitch in time, etc., that there is a war on, and that the licence must be unconditionally refused.

But let us suppose that the application has been made and has been refused, and the tenant contends that performance of the obligation for the breach of which he is sued had become illegal. In such circumstances the landlord would, I submit, be entitled to adopt the argument suggested above. A claim for "dilapidations" is not a claim for specific performance, but for damages for depreciation consequent on breach of contract, the fulfilment of which was not interfered with; and the fact that some landlords or their agents would be disappointed if those covenants were observed will not avail the covenantors.

But different considerations may apply in the case of certain particular covenants if at some date effect be given to the power to prohibit the use of specified materials, which the covenant may demand, or to prohibit redecoration at named intervals, which may make performance illegal. To decide what would be the position in such cases, three authorities may usefully be examined: *Baily* v. *De Crespigny* (1869), L.R. 4 Q.B. 180; *Metropolitan Water Board* v. *Dick, Kerr & Co.* [1917] 2 K.B. 1 (C.A.); and *Walton Harvey, Ltd.* v. *Walker and Homfrays, Ltd.* [1931] 1 Ch. 274 (C.A.).

In *Baily* v. *De Crespigny* a tenant sued his landlord for breach of a covenant that neither he, his heirs, nor his assigns would permit building on a specified piece of land (adjoining the demised premises). The cause of action was the erection of a railway station, the builders being a railway company who had compulsorily acquired it under their statute. The action failed, the ground being that here was a new kind of assign *not contemplated* by the parties.

The facts of *Metropolitan Water Board* v. *Dick, Kerr & Co.* were that the defendants undertook, in July, 1914, to build a reservoir for the plaintiffs. In 1916, acting under reg. 8A of the Defence of the Realm Regulations, which authorised him to restrict such work and remove any plant, the then Minister of Munitions ordered the work to cease and seized and sold some of the plant being used. It was held that performance having become illegal, the defendants were discharged; parties cannot be taken to contract to do what is illegal.

The limits of the doctrine are indicated by *Walton Harvey, Ltd.* v. *Walker and Homfrays, Ltd.* In 1920 a private statute, the Manchester Corporation Act of that year, authorised the body in question to acquire certain buildings in connection with proposed improvements. In 1924 the defendants, lessees of one of the buildings, granted the plaintiffs the right of affixing electric signs thereon for a term of seven years. In December, 1925, the corporation served notice to treat on the defendants, and in January, 1930, after terms had been negotiated, they entered and removed the plaintiffs' sign. In this case it was held that knowledge of the already existing powers must be imputed to the defendants and their exercise was an event which might have been anticipated and guarded against in the contract.

Ambiguity of Notice to avoid Disclaimer.

THE decision in *Price* v. *Mann* (1942), 1 All E.R. 62, discussed and criticised in the "Notebook" of 28th February (86 SOL. J. 59), has been reversed on appeal. In his judgment (reported in *The Times* of 14th March) Lord Greene, M.R., held that, reading the disputed document as a whole, the recipient could not possibly be under any illusions as to its character as a notice to avoid disclaimer, though the writer had unfortunately added a reference to s. 10, instead of s. 11, of the Landlord and Tenant (War Damage) Act, 1939.

To-day and Yesterday.

16 March.—On the 16th March, 1738, "a Proclamation for suppressing Riots and Tumults, enjoining all Peace-Officers to be very diligent in discovering the Authors and Abettors of all Mobs that shall audaciously insult such Persons as inform against Retailers of Spirituous Liquors was published at the Royal Exchange, by the Herald and proper officers."

17 March.—Like many of the stormy characters which Ireland has given to the political world, Feargus O'Connor, born at Connorville, in County Cork, in 1794, began his career by being called to the Irish Bar. In 1832 he was returned to Parliament for his county, and from the beginning associated himself with the extreme English radicals. He addressed huge meetings denouncing the poor law and the factory system, and became one of the foremost figures in the Chartist movement, being its "constant dominant travelling leader." Though he claimed to belong to the "moral force" side of the association, the violence of his language caused him to be rather identified with the exponents of "physical force." On the 17th March, 1840, he was tried at York for seditious libels published in the *Northern Star*, and sentenced to eighteen months' imprisonment in York Castle. He was well treated, and smuggled many letters out to his newspaper. On his release he continued as active as before.

18 March.—It is hard to know whether to call James Bolland one of the lice or one of the sharks of the eighteenth century legal underworld; there would be ground for either metaphor. Unscrupulous, extravagant, debauched and addicted to the lowest company, he was originally a butcher, but soon made exploitation his calling, operating an extraordinary "racket" by means of the insolvency laws. Getting himself appointed one of the officers to the Sheriff of Surrey, he set up a "sponging house" or private prison where debtors could live more comfortably than in the Fleet or the King's Bench—at a price. His extortions, which did not exclude cheating his guests at cards, of course, completed their ruin. A fraud whereby he pocketed a debt collected from a merchant captain sailing for the East Indies brought upon him a suit by the cheated creditor when the trick eventually came to light, and landed him in the Fleet Prison himself, but on his release he got himself appointed an officer to the Sheriff of Middlesex, and set up in the same line of business as before, ringing ingenious changes on his oppressions, arresting people for fictitious debts and providing bail when necessary by the simple expedient of dressing up penniless rogues to look like men of substance. Preying on all classes he became so notorious that at last he was discharged from his office. A last bid to purchase the office of City Marshal for £2,400 failed, and on the 18th March, 1772, he was hanged at Tyburn for forgery.

19 March.—On the 19th March, 1834, there stood in the dock at the Dorchester Assizes six farm labourers, all respectable men and good Methodists. These were the famous "Tolpuddle Martyrs." They had organised a sort of rudimentary trades union, "the Grand Lodge of Tolpuddle of the Agricultural Labourers' Friendly Society," and were attempting to get wages raised from 7s. a week to 18s. This alarmed authority, and unfortunately for them they had administered to new members an oath of loyalty. They were accordingly prosecuted under the Unlawful Oaths Act, 1797, and duly convicted (though such associations as Freemasons and Oddfellows were well known to administer oaths). Mr. Baron Williams condemned them to seven years' transportation, and they were duly carried to Australia in a convict ship. The case, however, roused great indignation, and two years later they were pardoned.

20 March—On the 20th March, 1807, at the Kingston Assizes, two men called Pope and Maycock were charged with the murder of Mrs. Pooley, an old lady of Horsley Down. Pope turned King's evidence and told how his accomplice had suggested breaking into her house, which they robbed of £90, and had then strangled her. The jury found Maycock guilty. He often laughed during the trial, and when sentence of death was passed he exclaimed "Thank ye for that; I am done, snug enough!"

21 March.—On the 21st March, 1587, Thomas Pilchard was hanged, drawn and quartered at Dorchester for being a Roman Catholic priest. He was a native of Battle, in Sussex, and having gone to Donay to study, he returned to England in 1583. After two years he was arrested and banished and, having ventured again upon his mission, he was condemned to death.

22 March.—On the 22nd March, 1822, John Haywood was tried at the Maidstone Assizes for the murder of Elizabeth Impett, the wife of a small farmer with whom he lodged. He had shot her one morning while she was milking, and in a dying declaration to the doctor she stated that it was "in consequence of my refusal to yield to his embraces." The prisoner's father and brother had killed themselves, and there was some suggestion that he was insane, but the keeper of the gaol where he had been for six months said that his understanding was perfectly clear and that, though he had fits at night two or three times, this could be accounted for by his uneasiness about the woman. He said nothing in his own defence, called no witnesses, and was not represented by counsel. The jury convicted without hesitation, and he was condemned to death.

Our County Court Letter.

Validity of Notice to Quit Farm.

In a recent case at Grimsby County Court (*Sharpley* v. *Nainby-Manby*), the applicant was the owner of a farm, of which the respondent was the tenant. In consequence of a notice to quit, sent on the 19th January, 1941, the tenancy expired on the 6th April, 1941. Compensation was claimed by the respondent for disturbance, under the Agricultural Holdings Act, 1923, s.12 and the arbitrator stated a case for the opinion of the court on several questions. The first was whether the notice to quit was valid, in view of its reasons as stated, viz., that the tenant had failed to pay upon the due date the rent due from him; that he had failed to destroy noxious weeds; that he had failed to cut thistles in grass land; that he had failed to maintain the exterior of the farm in good order and condition. The respondent's contention was that the notice should have stated that it was given for one or more of the reasons given in the section. His Honour Judge Langman held that the notice was not invalid by reason of its omission to follow the actual words of the section. It was sufficient if the notice indicated, with adequate clearness, what was the reason for the tenant being given notice. The second question was whether the reasons given in the notice to quit were sufficient compliance with s. 12 (1) (*b*). It was held that the reasons given were sufficient, and that the court was not concerned with the question whether the tenant had actually committed the breaches complained of. The third question was whether letters sent by ordinary post constituted good service of notices under s. 53. This section stipulated that service should be personal, or at the tenant's last known place of residence or by registered post. One of these three methods must be adopted, and a letter by ordinary post was not good notice, under s. 53, of breaches relating to weeds and thistles. These letters were therefore not "notices in writing" as required by s. 12. The fourth question was whether payment of rent had been "required," in accordance with s. 12 (1) (*b*). The respondent's contention was that he had merely been invited to a rent audit, between the hours of 11.30 a.m. and 1 p.m. It was held that this was clearly a request to pay the rent due, as the landlord would be pleased to receive the money at that or any other time. The fifth question was whether the letters concerning the weeds and buildings were sufficient notice of breaches. It was held that the letters were not sufficient notice, as they did not require the tenant to do things. The letters merely expressed hopes, or made suggestions, and did not bring home to the tenant the consequences of non-compliance, or indicate that, if he did not comply, he would lose certain privileges under the Act.

Books Received.

Criminal Law and Police Investigation. By Reginald Morrish (ex-Chief Inspector, Metropolitan Police). 1942. Crown 8vo. pp. x and (including Index) 245. London: The Police Review. 5s. net.

Second Cumulative Supplement to Ninth Edition of Hill and Redman's Complete Law of Landlord and Tenant. By S. P. J. Merlin, of Gray's Inn and the Middle Temple, Barrister-at-Law, and Miss M. M. Wells, M.A., of Gray's Inn, Barrister-at-Law. 1942. pp. ix and 108. London: Butterworth & Co. (Publishers), Ltd. 5s. net.

Tax Cases. Parts IX and X. H.M. Stationery Office. 1s. net.

Encyclopaedia of War Damage and Compensation. Edited by John Burke, Barrister-at-Law. Supplemental Part No. 4. London: Hamish Hamilton (Law Books), Ltd.

The Oregon Law Review. Vol. XXI, No. 1. December, 1941. U.S.A.: University of Oregon.

Liability for National Service. By G. Granville Slack, B.A., LL.M., of Gray's Inn, Barrister-at-Law. 1942. Royal 8vo. pp. xvi and (with Index) 355. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

Obituary.

Pilot-Officer P. H. Thorold Rogers.

Pilot Officer Patrick Heron Thorold Rogers, barrister-at-law, and joint author of Krusin and Rogers' "Solicitors' Handbook of War Legislation," has been killed on active service. He was called by the Middle Temple in 1933. An appreciation appears at p. 79 of this issue.

Mr. H. E. Kay.

Mr. Harry Edward Kay, solicitor, of Manchester, died on Monday, 2nd March, aged fifty-eight. He was admitted in 1910.

Mr. H. L. Underwood.

Mr. Henry Laurence Underwood, Clerk to the Staffordshire County Council, died on Friday, 13th March. He was admitted in 1901.

Notes of Cases.

COURT OF APPEAL.

Wood *v.* Smallpiece

Lord Greene, M.R., Luxmoore and Goddard, L.JJ.
2nd February, 1942.

Emergency legislation—Mortgage—Leave to foreclose granted—Order for foreclosure absolute—Mortgagor fails to give up possession—Leave of court not required to issue writ of possession—Courts (Emergency Powers) Act, 1939 (2 & 3 *Geo.* 6, *c.* 67), *s.* 1 (3)—*Possession of Mortgaged Land (Emergency Provisions) Act*, 1939 (2 & 3 *Geo.* 6, *c.* 108), s. 2 (1).

Appeal from a decision of Morton, J.

The respondent having duly obtained the necessary leave of the court under the Courts (Emergency Powers) Act, 1939, started an action against the appellant for the foreclosure of a mortgage, dated the 18th December, 1934. An order *nisi* was made on the 16th August, 1940, and an order for foreclosure absolute on the 12th June, 1941. That order was in the usual form and directed that the appellant should be absolutely debarred and foreclosed from all equity of redemption in the property and that he should forthwith deliver to the respondent possession of the property. Possession not having been given up, the respondent applied under the Courts (Emergency Powers) Act, 1939, for leave to enforce the order absolute by the issue of a writ of possession. Morton, J., held that no leave was necessary and made no order. The appellant appealed.

Lord Greene, M.R., delivering the judgment of the court, said that under the Courts (Emergency Powers) Act, 1939, as originally passed, it was clear that the leave of the court was not required in the case of proceedings instituted after the commencement of the Act. The only doubt was whether the position had been altered by the Possession of Mortgaged Land (Emergency Provisions) Act, 1939, passed three weeks later. That Act extended the scope of s. 1 (3) of the earlier Act, which prohibited the enforcement of judgment or orders "for the recovery of possession of land in default of payment of rent," by inserting the additional words "or for the recovery of possession of land by the mortgagee thereof by reason of a default in the payment of money." The definition clause in s. 3 of the earlier Act was also amended. That definition was inserted for the purpose of defining the subject-matter dealt with, which was, in the case of mortgages, judgment and orders for the recovery of possession of land by a mortgagee thereof "by reason of default in the payment of money." The question therefore was whether the order for delivery of possession contained in an order for foreclosure absolute was an order for the delivery of possession of land to a mortgagee by reason of a default in the payment of money. The court was of opinion that the question must be answered in the negative. The effect of an order for foreclosure absolute was to destroy the mortgagor's equity of redemption and to vest the land at law and in equity in the mortgagee. The consequential order for possession was inserted, not by reason of the default in payment of the mortgage money, the effect of which was exhausted by the foreclosure, but in aid of the mortgagee's title as owner of the land. The appeal must accordingly be dismissed.

Counsel: *A. H. Pocock; Lindner.*

Solicitors: *Adam Burn & Son; Rising & Ravenscroft*, for *Triggs, Turner & Co.*, Guildford.

[Reported by Miss B. A. Bicknell, Barrister-at-Law.]

CHANCERY DIVISION.

Stoker *v.* Elwell.

Simonds, J. 3rd February, 1942.

Judgment—Charging order—No express charge for interest—Judgments Act, 1838 (1 & 2 *Vict.*, *c.* 110), *ss.* 14, 17—*R.S.C., Ord. XLVI, r.* 1.

Adjourned summons.

In May, 1889, the creditor obtained judgment for her debt and costs and a charging order on certain shares of the debtor was made, but this order contained no mention of interest. On the death of the creditor in 1892, the plaintiff took out letters of administration to her estate. The debtor died in 1894, and, in 1931, the defendant took out a grant of administration to his estate. On the 4th June, 1940, an order was made directing an account to be taken of what was due to the plaintiff as the creditor's administrator, and certain shares subject to the charging order were directed to be sold and the proceeds lodged into court. The question raised by this summons was whether any interest was payable in respect of the judgment debt and costs and, if so, whether it was to any and what extent barred by any Statute of Limitations. The plaintiff contended that he was entitled to interest under R.S.C., Ord. XLVI, r. 1, and s. 14 of the Judgments Act, 1838, although the charging order made no mention of interest. He relied on *In re Drax* [1903] 1 Ch. 781; *In re Kerr's Policy*, L.R. 8 Eq. 331; and *Lippard* v. *Ricketts*, L.R. 14 Eq. 291. The defendant alleged that the court had deliberately not charged interest.

Simonds, J., said that the general principle stated by Lord Collins, M.R., was that a court of equity had power to give interest and did so when a charge was created on land, although no words allowing interest were in the instrument creating the charge (*In re Drax, supra*). That principle had been applied to the case of a charge by deposit of title deeds to a policy of life assurance (*In re Kerr's Policy, supra*). In the forms in "Seton's Judgments and Orders," 7th ed., vol. I, p. 468, and in "Daniel's Chancery Forms," 7th ed., pp. 351, 352, interest was expressly charged. However, in the forms in Appendix K to the "Annual Practice," commonly used in the King's Bench Division, no mention was made of interest. It might be thought that it was superfluous to mention interest, as the charge was in respect of a judgment debt which by virtue of s. 17 of the Judgments Act, 1838, itself carried interest and since the charge was authorised by

s. 14. He could not exclude a charging order from the operation of the general principle. Although interest was not mentioned in the order, it was payable. The rate was 4 per cent. The summons was issued on the 7th May, 1940. At that date there was no Statute of Limitations applicable to a charge on personal estate, whether by a charging order or otherwise (*In re Stucley* [1906] 1 Ch. 67). He accordingly declared that interest was payable under the charging order.

COUNSEL: *Danckwerts; H. Rose* (for *Mavrogordato*, on war service).

SOLICITORS: *Lloyd & Lloyd; Elwell & Binford Hole.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION.

R. *v.* Minister of Health; *ex parte* Staffordshire Mental Hospitals Board.

Viscount Caldecote, C.J., Hilbery and Asquith, JJ.
11th December, 1941.

Superannuation—Asylum officer—Only established officer entitled to allowance—Minister of Health's jurisdiction in disputes relating to right to allowance—Jurisdiction extending to question whether officer an established officer—Asylums Officers' Superannuation Act, 1909 (9 *Edw.* 7, *c.* 48), *ss.* 1, 15, 17.

Application for an order of *certiorari*.

The claimant was employed by the applicant board at one of their mental hospitals for thirty-eight years as a permanent plumber until 1934, when he resigned. In 1939 and 1940 he was employed as a temporary plumber for various periods. While he was working at the hospital he often had with him an inmate or inmates suitable to assist him. The claimant having applied successfully to the Minister of Health under the Asylums Officers' Superannuation Act, 1909, for an order declaring him entitled to a superannuation allowance, the board made this application, contending that the claimant was not an "established officer or servant" within the Act, and therefore not entitled to the allowance claimed. By s. 1 (1) of the Act ". . . the established officers or servants in asylums shall be divided into two classes. The first class shall consist of all those established officers and servants who have the care or charge of the patients in the usual course of their employment. The second class shall include all other established officers and servants." By s. 15, ". . . any dispute as to the right to superannuation allowance of any officer . . . shall be determined by" (now) the Minister of Health. By s. 17 (1), ". . . established officer or servant means such officer or servant employed in a permanent capacity as has the care or charge of the patients or whom the visiting committee . . . shall . . . determine to be an established officer or servant."

VISCOUNT CALDECOTE, C.J., said that the board first contended that it was only established officers or servants of an asylum and persons who had been placed in one or other of the two classes specified in s. 1 (1) who were entitled to apply to the Minister, that the claimant was not such a person, and that the Minister had therefore assumed a jurisdiction which he did not possess. As he (his lordship) understood s. 1 (1), the first class included employees who, in fact, had the care or charge of patients. It was no determination by the visiting committee that entitled such employees to be in that class, although by s. 1 (2) the committee were responsible for dividing established officers and servants into classes. Even, however, if the committee did not put into the first class an employee whose duties entitled him to be in it, his rights to superannuation allowance would remain. The claimant contended before the Minister that he had the care or charge of patients and was therefore an established officer. The contention that the Minister had no jurisdiction to decide whether the claimant was an established officer or servant was opposed to the fair construction of s. 15, which provided that any officer might apply to the Minister. The board's main argument was that the question whether the claimant was an established officer was collateral to the issue which the Minister had to decide, and one which he had no right to entertain. That contention was mistaken. Were it right, the Minister would have to hold himself unable to decide the very issue on which the claimant had approached him, namely, whether, as an established officer or servant, he was entitled to the allowance. The very question which the Minister was required to decide on an application under s. 15 was whether the employee was entitled to a superannuation allowance; and in order to decide that question it was necessary first to ascertain whether he was an established officer or servant. The case came within the principles laid down in *Reg* v. *St. Olave's District Board of Works* (1857), 8 El. & Bl. 529 (see *per* Lord Campbell, C.J., at p. 533, and *per* Wightman, J., at p. 535), and *Colonial Bank of Australasia, Ltd.* v. *Willan* (1874), L.R. 5 P.C. 417 (see *per* Sir James Colville, at p. 417). The present case came within the latter's description as arising "upon facts or a fact to be adjudicated upon in the course of the inquiry." The application failed.

HILBERY and ASQUITH, JJ., agreed.

COUNSEL: *Thorpe*, K.C., *A. H. Pocock & Done; Sir William Jowitt* (Solicitor-General), and *Valentine Holmes; Erskine Simes* (claimant).

SOLICITORS: *Sharpe, Pritchard & Co.*, for *H. L. Underwood*, Stafford; *The Solicitor to the Minister of Health; W. H. Thompson.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Parliamentary News.

PROGRESS OF BILLS.

HOUSE OF LORDS.

Landlord and Tenant (Requisitioned Land) Bill [H.C.]
Amendments reported. [17th March.

HOUSE OF COMMONS.

Consolidated Fund (No. 2) Bill [H.C.]
Read Second Time. [17th March.

War Legislation.

STATUTORY RULES AND ORDERS, 1942.

No. 423. **Aliens** (Movement Restriction) Order, March 8.
No. 424. Aliens (Protected Areas) Order, March 8.
No. 384. **Chartered and other Bodies** (Temporary Provisions). General Nursing Council for England and Wales (Temporary Provisions) Order in Council, March 5.
E.P. 425. **Control of Maps Order**, March 8.
E.P. 415. Control of Paper (No. 36) Order, 1941. Direction No. 6, March 6.
E.P. 412. Control of the Cotton Industry (No. 29) Order, March 6.
E.P. 381. **Defence** (General) Regs., 1939. Amendment Order in Council, March 5.
E.P. 383. Defence (Good Friday and St. Patrick's Day) Regs., 1942. Order in Council, March 5.
E.P. 411. Defence (Parliamentary Under Secretaries) Regs., 1940. Order in Council, March 5, amending reg. 4.
E.P. 371. **Essential Work** (General Provisions) Order, March 2.
No 368. **Exportation**—Revocation of Licences. Order, March 3, revoking Licences for Exportation of Goods to Burma.
No. 353. **Export of Goods** (Control) (No. 10) Order, March 3.
No. 367. Export of Goods (Control) (No. 11) Order, March 3.
No. 426. Export of Goods (Control) (No. 12) Order. March 9.
E.P. 436. **Feeding Stuffs** (Rationing) Order, 1941. Order, March 10, amending Directions, Sept. 30, 1941.
E.P. 437. **Food Control Committees** (Local Distribution) Order, 1939, and Food Control Committees (Licensing of Establishments) Order, 1941. Amendment Order, March 10.
E.P. 417. **Food** (Points Rationing) Order, 1941. Amendment Order, March 7.
No. 374. **Fugitive Criminal.** U.S.A. (Extradition: India) Order in Council, Feb. 23.
No. 364. **Import Duties** (Exemptions) (No. 1) Order, March 2.
E.P. 330. **Limitation of Supplies** (Misc.). Gen. Licence, March 1, *re* Supply of Controlled Goods of Class 8.
No. 376. **Merchant Shipping** (Wireless Telegraphy) Rules, March 2.
E.P 433. **Motor Fuel Rationing** (No. 3) Order, 1941. Direction, March 6.
No. 427. **National Service.** Order in Council, March 5, approving Proclamation directing that certain British subjects shall become liable for Service.
E.P. 422. **Navigation Order, No. 11**, March 6.
E.P. 375. **Police** (Employment and Offences) (No. 2) Order, March 3
No. 331. **Prevention of Fraud** (Investments) Act Licensing (Amendment) Regs., March 6.
E.P. 410. **Production and Supply of China Clay** (Restriction) Order, March 6.
No. 362. **Safeguarding of Industries** (Exemption) No. 1 Order, Feb. 28.
No. 363. Safeguarding of Industries (Exemption) No. 2 Order, March 2. (Calcium bromide).
E.P. 378. **Use and Hire of Ships** (Control) (Amendment) Order, Feb. 28.

STATIONERY OFFICE.

List of Statutory Rules and Orders. February, 1942.

Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. OWEN TEMPLE MORRIS, K.C., M.P., to be the Judge of the County Courts on Circuit 31 (Swansea, etc.) in the place of the late Judge Frank Davies, the appointment to take effect on 19th March. Mr. Temple Morris was called by Gray's Inn in 1925 and took silk in 1937. He has been Recorder of Merthyr Tydfil from 1936. The appointment creates a Parliamentary vacancy in Cardiff East, which he has represented since 1931 as National Conservative member.

The following appointments have been announced by the Colonial Service:—Mr. D. J. SHERIDAN to be Resident Magistrate, Uganda; Mr. J. M. GRAY, Judge, Gambia, to be Chief Justice, Zanzibar; Mr. E. W. JOHNSTON, Magistrate, Uganda, to be Judge, Gambia; and Mr. S. W. WELDON, Chief Magistrate, to be Relieving President, Palestine.

Notes.

Mr. Frank Bowles, solicitor, has been returned as Labour M.P. for Nuneaton. Mr. Bowles was admitted in 1925.

The King has approved that the honour of knighthood be conferred upon Major David Patrick Maxwell Fyfe, K.C., M.P., on his appointment to be Solicitor-General.

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26, Portland Place, W.1, on Thursday, 26th March, at 5 p.m., when a paper will be read by Donald C. Norris, M.D., F.R.C.S., Barrister-at-Law, on "Personal injury by accident—Some medico-legal problems."

Wills and Bequests.

Sir Herbert William Lush-Wilson, K.C., left £113,421, with net personalty £103,722. He left £500 to the Diocesan Board of Finance for the Parish of Canon Pyon, Hereford, for the relief of the poor.

Mr. William Hocken Paterson, solicitor, of Notting Hill, W., left £91,896, with net personalty £89,361.